

AG Contract No. KR96 0962TRN
ADOT ECS File No. JPA 96-49
Project: H4338 01C
Section: I-19 @ Santa Cruz River
Bridge/Valencia Road (MP 50.0)
Santa Cruz Bank Stabilization

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

THIS AGREEMENT is entered into 30 MAY, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES
DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION acting by and through
its GRANTS and COOPERATIVE AGREEMENTS OFFICER (the "Reclamation").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Reclamation is empowered pursuant to the provisions of Public Law 97-293, Southern Arizona Water Rights Settlement Act of 1992 and Title 43 U.S.C. §395 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of Reclamation.

3. The State and Reclamation desire to participate in constructing Santa Cruz river bank stabilization on the east bank of the Santa Cruz River in the area shown as "Reach B" on Exhibit A. This construction, hereinafter known as the Project, is estimated at \$1,000,000. The State has agreed to pay for 40% of the actual award amount for Reach B for this construction with a maximum ceiling of \$400,000. El Paso Natural Gas has also entered into an agreement with Reclamation and will pay 40% of the actual award amount with a maximum ceiling of \$400,000. Reach B is defined as all embankment and riprap protection on the east river bank. Reach B will protect approximately 2,230 linear feet of the east bank.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21579</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/30/97</u>
<u>Jane Lee Hill</u> Secretary of State
By <u>Vicky Haene wood</u>

II. SCOPE

1. Reclamation will:

a. Provide as a minimum, funding for 20% of the actual award amount for Reach B required for the construction of the Reach B portion of the Santa Cruz Riverbank Stabilization contract.

b. Inform the State of the scheduled bid opening in advance, in order to allow the State time to remit payment.

c. Provide all construction management, contract administration, and contract procurement required for the Santa Cruz Riverbank Stabilization contract.

d. Execute all administrative, contractual, and management functions related to the Santa Cruz Riverbank Stabilization construction. On project related changes, Reclamation will obtain the State's input prior to the issuance of a modification.

e. Execute all contract changes and negotiate the settlement of all claims by the construction contractor related to the Santa Cruz Riverbank Stabilization construction.

f. Provide all funding for any modifications required during the Santa Cruz Riverbank Stabilization construction contract.

g. Upon completion, approve and accept the Project on behalf of the parties hereto, and arrange for maintenance for the project.

2. The State will:

a. Review the design documents and provide comments.

b. Fund 40% of the actual award amount for Reach B with a maximum limitation of \$400,000, for the Reach B portion of the Santa Cruz Riverbank Stabilization contract. The State will not be responsible for any modification costs.

c. Transfer the funding to Reclamation prior to award of the contract, but no later than June 03, 1997. If the State's funding is not advanced to Reclamation prior to award, the Reach B work will be deleted from the contract.

d. Be responsible for any contractor claims for extra compensation attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon full execution of the Federal Government and filing with the Arizona Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal Government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process shall include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Bureau of Reclamation
Phoenix Area Office, Attn: PXAO-8320
10888 North 19 Avenue, PO Box 9980
Phoenix, AZ 85068-0980

7. Payments

a. Payments by the State

Prior to award of the contract for the Santa Cruz Riverbank Stabilization, but not later than June 03, 1997, the State shall pay Reclamation the amount of \$400,000.00. Payment will be made to:

Bureau of Reclamation
File Number 91547
P.O. Box 60000
San Francisco, California 94160-1547
Agreement No. 1425-97-32-SI-00011

A copy of this payment to Reclamation will be sent to:

Bureau of Reclamation
PXAO-8320
P.O. Box 9980
Phoenix, Arizona 85068-098

b. Return of Funds to the State

If after award of the contract, 40% of the actual price bid is less than the State's \$400,000 limitation, upon written request from the State, Reclamation will return this difference to the State within 6 weeks of receipt of this written request.

c. This Agreement is contingent upon receipt of the other participating party's funds by Reclamation.

8. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

9. Indemnification

The State, on its own behalf and on behalf of its assigns or successors in interests, and those in privity with the State, agrees to hold harmless and indemnify Reclamation for all damages of whatsoever kind and manner to all property and to all interests located within the area (Reach B), under the State's control, ownership, lease, or permit, resulting from the performance of the bank stabilization construction project. The United States, its agencies, agents and employees, shall not be liable to the State, its assigns or successors in interests, or those in privity with the State, for delays, direct or consequential damages, or for damages of any kind, inconvenience, economic loss, property loss, or any other loss resulting from the bank stabilization project. The indemnity and hold harmless provisions described above do not apply to acts or omissions of agents or employees of the United States acting outside of their official capacities or outside the scope of their employment.

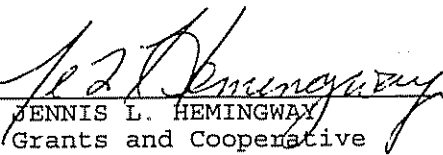
10. Termination for Convenience

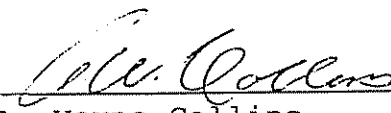
Reclamation or the State may terminate the Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

STATE OF ARIZONA
Department of Transportation

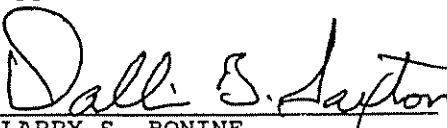
By 
JENNIS L. HEMINGWAY
Grants and Cooperative
Agreements Officer

By 
A. Wayne Collins
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 15th day of May 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the US Bureau of Reclamation for the purpose of defining responsibilities for the design, construction and maintenance of Santa Cruz River Bank stabilization between I-19 at the Santa Cruz River Bridge and Valencia Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

DETERMINATION

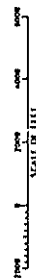
Arizona Contract No. JPA 96-04, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION has been reviewed by the undersigned for the United States who has determined that it is in proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 16th day of May, 1997.

THE UNITED STATES OF AMERICA

By J. L. Hemingway
Jennis L. Hemingway, Contracting Officer



ALWAYS THINK SAFETY

— JUNE 1943

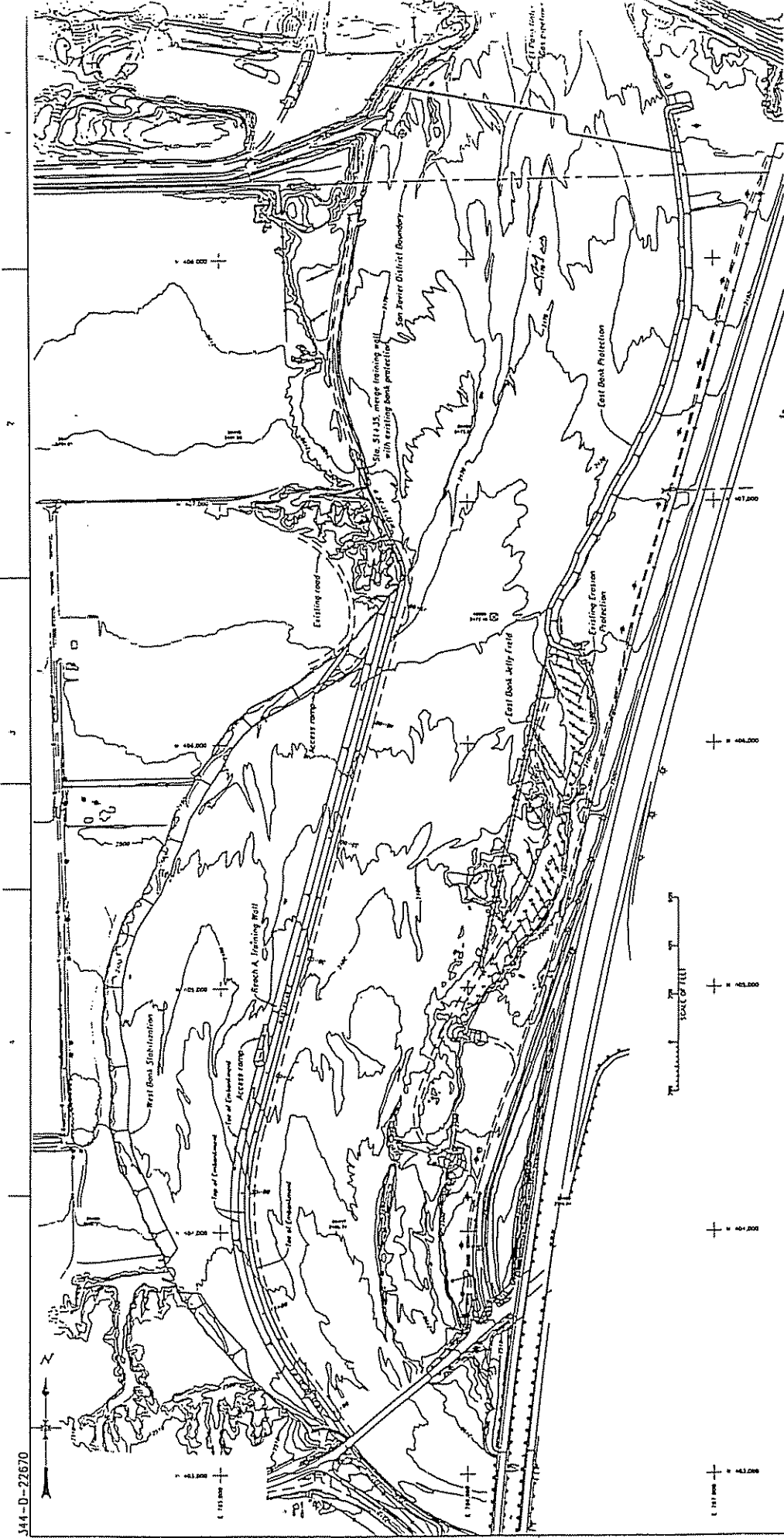
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BOARD OF ATTORNEYS

FIELD 109 - 12.500000 HOURS

**SANTA CRUZ RIVERBANK STABILIZATION
LOCATION MAP**

[illegible]



344-D-27670

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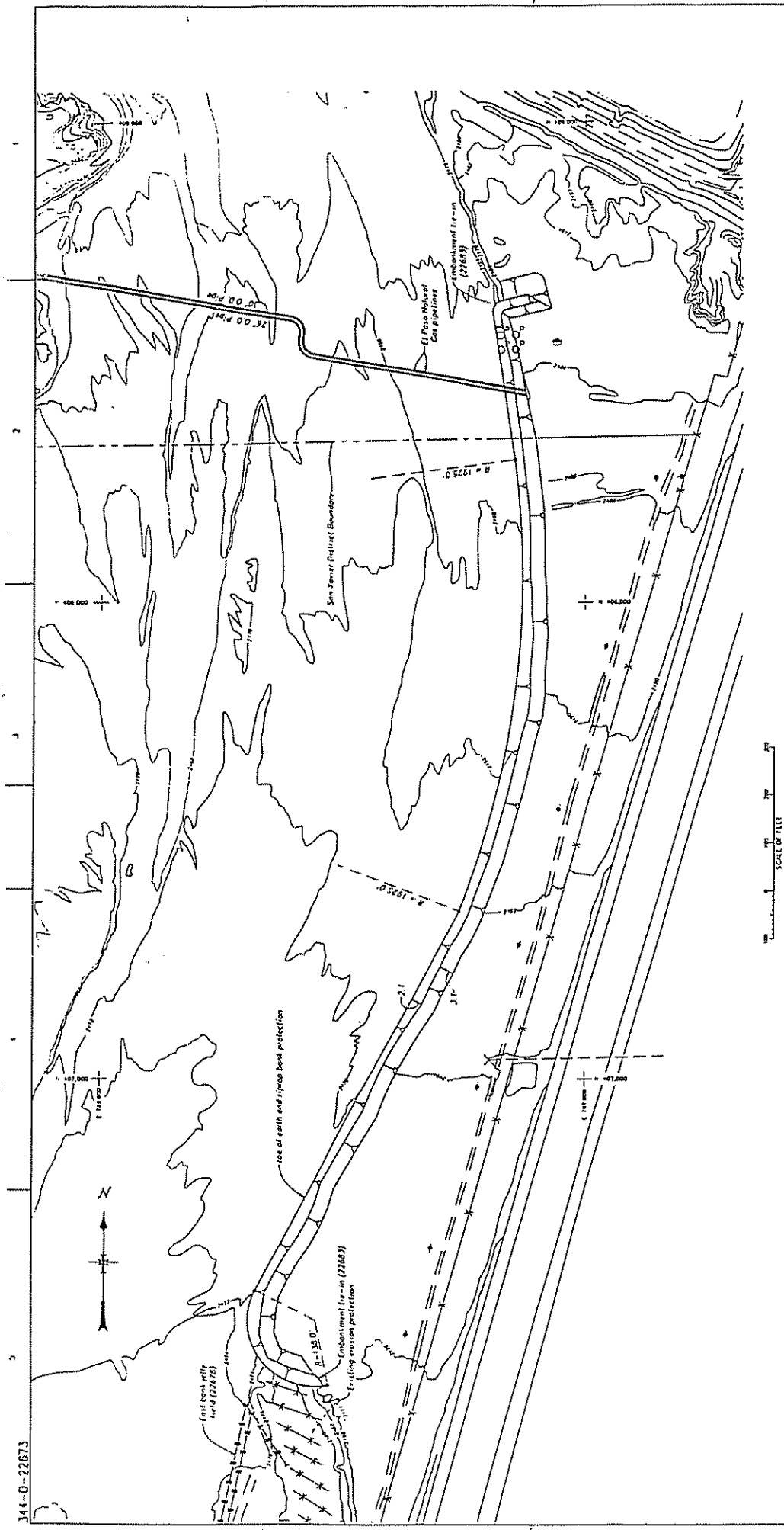
DESIGNED BY
 ENGINEER OF RECORD
 SAN JUAN COUNTY - ARIZONA

SANTA CRUZ RIVERBANK STABILIZATION

GENERAL PLAN

DATE: 11-11-77
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 APPROVED BY: [illegible]

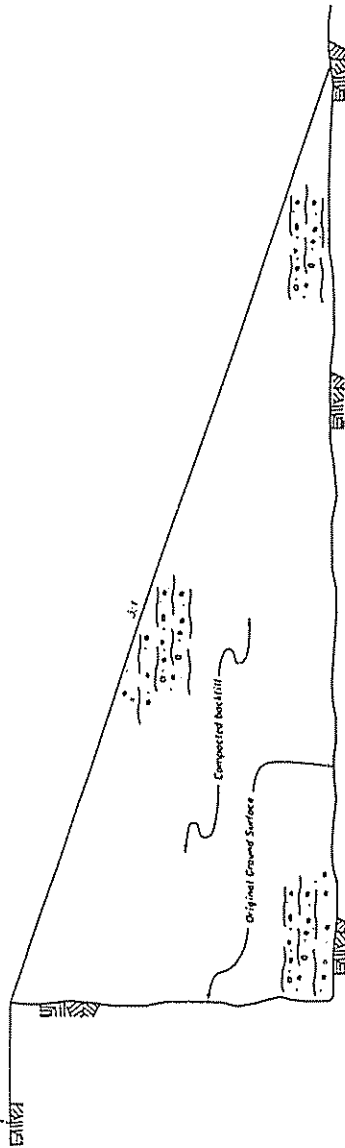
PROJECT NO.: 344-D-27670
 SHEET NO.: 1 OF 1



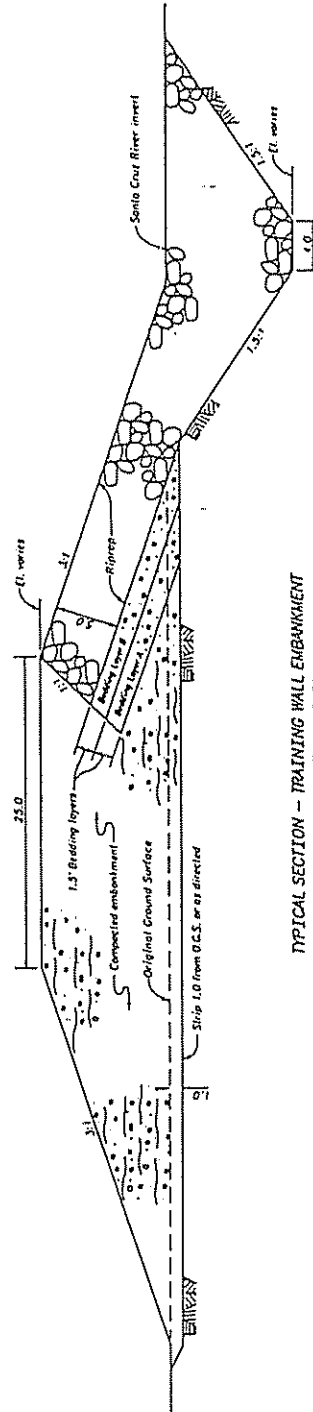
344-D-22673

<p>ALWAYS THINK SAFETY</p>	
<p>PROJECT SANTA CRUZ RIVERBANK STABILIZATION REACH B EAST BANK PROTECTION PLAN</p>	<p>DATE 11/15/2011</p>
<p>DESIGNED BY J. L. HARRIS</p>	<p>CHECKED BY J. L. HARRIS</p>
<p>APPROVED BY J. L. HARRIS</p>	<p>DATE 11/15/2011</p>
<p>PROJECT NO. 344-D-22673</p>	<p>PROJECT NO. 344-D-22673</p>

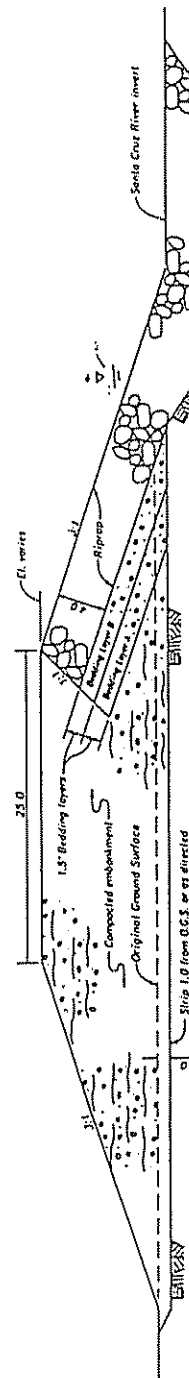
Top of riverbank, El. varies



TYPICAL SECTION - WEST BANK STABILIZATION



TYPICAL SECTION - TRAINING WALL EMBANKMENT
Sta. 8+75.00 To Sta. 27+50



TYPICAL SECTION - TRAINING WALL EMBANKMENT
Sta. 27+50 To Sta. 4+

SCALE OF 1/111

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DESIGNED BY: J. J. JONES

CHECKED BY: J. J. JONES

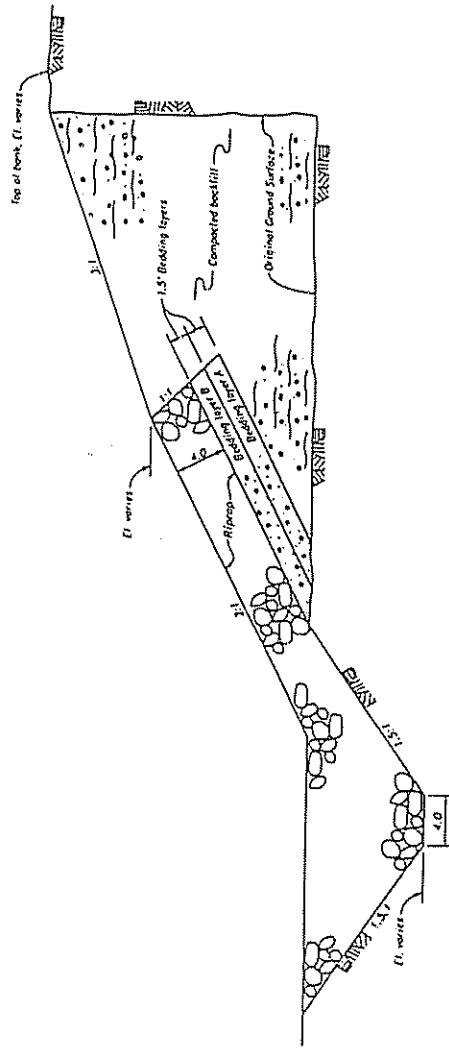
DATE OF DESIGN: 11/11/11

DATE OF CHECK: 11/11/11

SANTA CRUZ RIVERBANK STABILIZATION
WEST BANK STABILIZATION AND TRAINING WALL EMBANKMENT

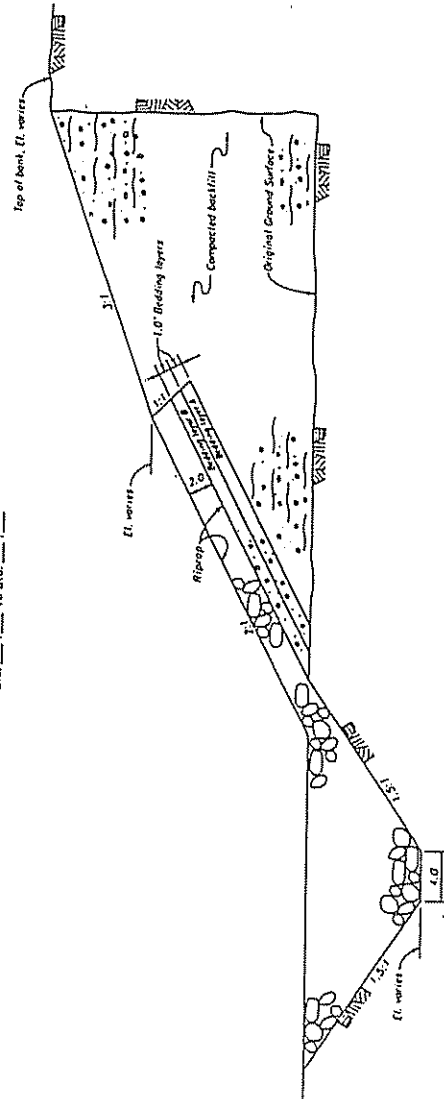
TYPICAL SECTIONS

SECTION	DATE	BY	CHECKED
TYPICAL SECTION - WEST BANK STABILIZATION	11/11/11	J. J. JONES	J. J. JONES
TYPICAL SECTION - TRAINING WALL EMBANKMENT	11/11/11	J. J. JONES	J. J. JONES



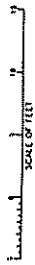
TYPICAL SECTION - EAST BANK PROTECTION

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TYPICAL SECTION - EAST BANK PROTECTION

Sla. ____ To Sla. ____



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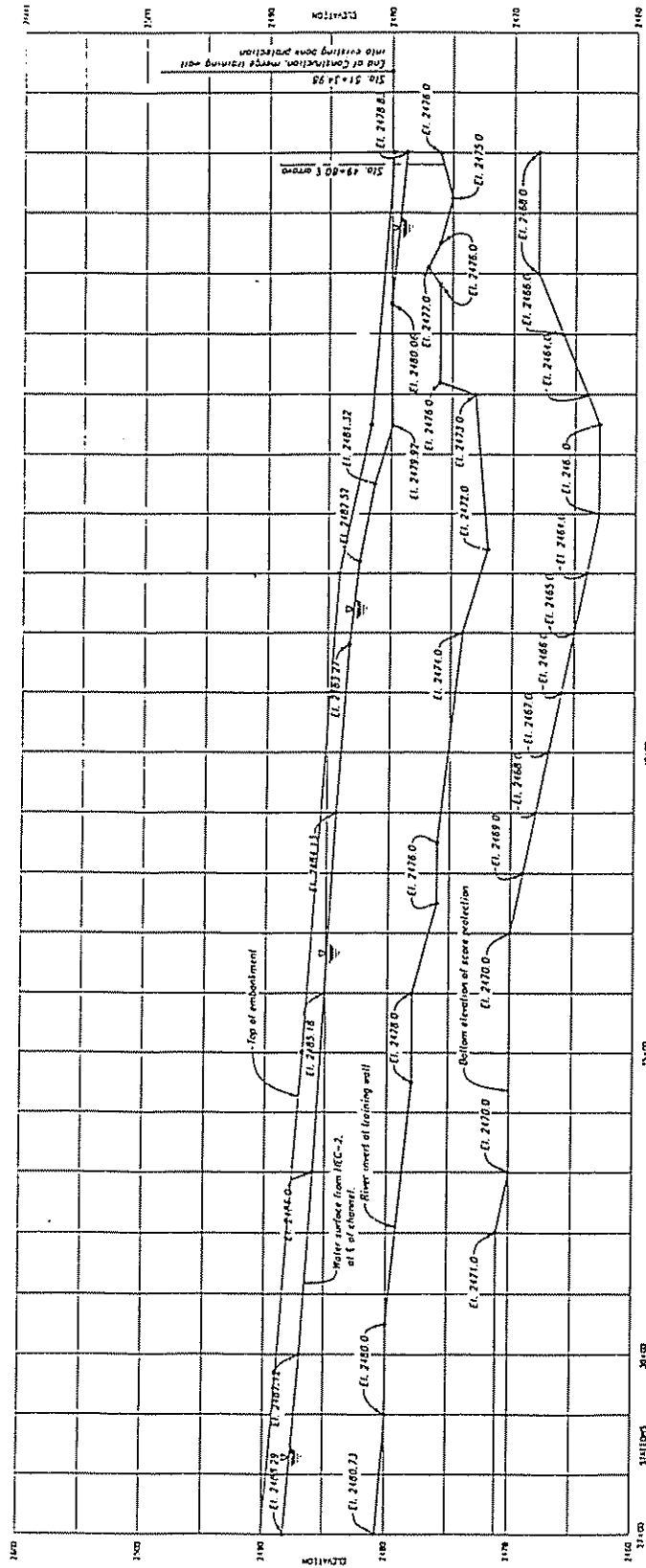
DESIGNED BY
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 APPROVED BY
 DATE

SANTA CRUZ RIVERBANK STABILIZATION
 EAST BANK PROTECTION

TYPICAL SECTIONS

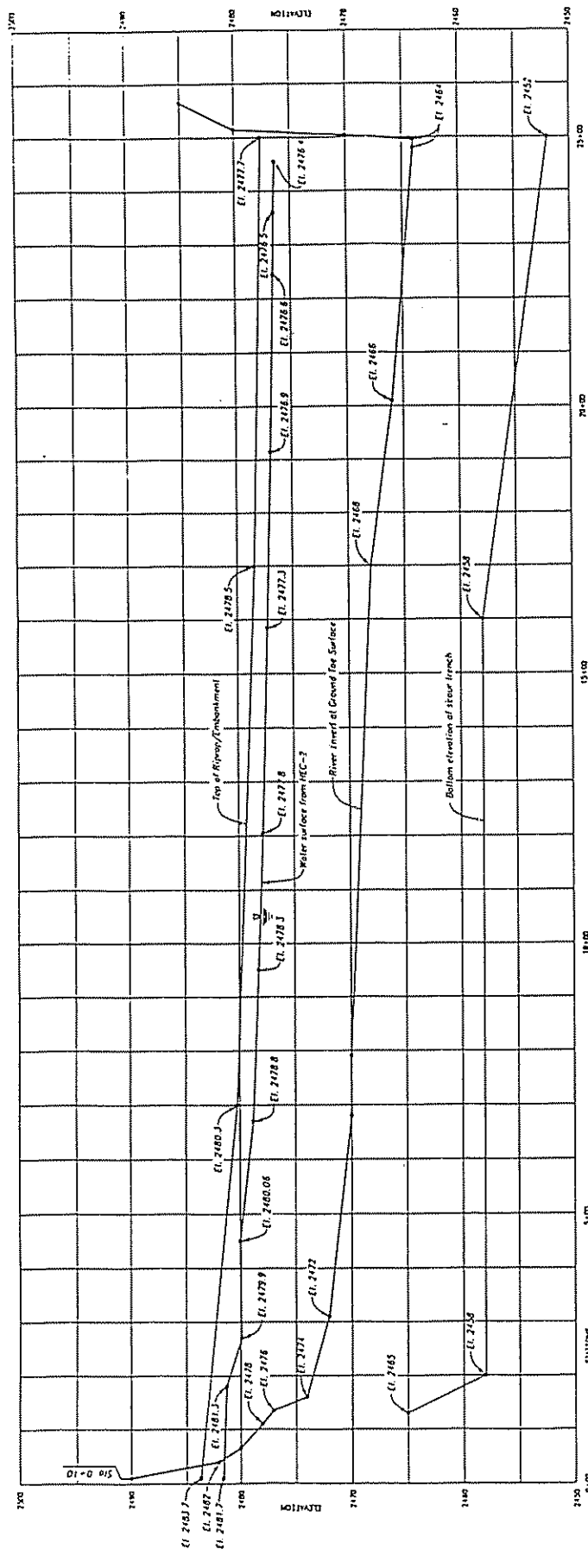
PROJECT NO.	344-0-22679
DATE	11/11/01
BY	W. J. BROWN
CHECKED BY	W. J. BROWN
APPROVED BY	W. J. BROWN
DATE	11/11/01

344-U-22676



ALWAYS THINK SAFETY	
PROJECT NO. 344-U-22676 PROJECT NAME: SANTA CRUZ RIVERBANK STABILIZATION PROJECT LOCATION: RIVERBANK STABILIZATION PROJECT STATIONING: 31+00 TO 35+00	
DRAWN BY: [Blank] CHECKED BY: [Blank] DATE: [Blank]	PROJECT NO. 344-U-22676 PROJECT NAME: SANTA CRUZ RIVERBANK STABILIZATION PROJECT LOCATION: RIVERBANK STABILIZATION PROJECT STATIONING: 31+00 TO 35+00

344-D-22877



PROFILE

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SANTA CRUZ RIVERBANK STABILIZATION
 PROJECT NO. 344-D-22877
 EAST DIVISION
 PROFILE

DATE	11/10/94	BY	W. J. HARRIS
CHECKED		BY	
APPROVED		BY	
DESIGNED		BY	
DRAWN		BY	
PROJECT NO.	344-D-22877	SHEET NO.	1



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-0962TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 23, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section